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22SL-CC02493 - AARON THOMAS ET AL V JOHN NIEDERSCHMIDT ET AL (E-CASE)FV [File](#) [Case](#) [Parties & Attorneys](#) [Docket Entries](#) [Charges, Judgments & Sentences](#) [Service Information](#) [Filings Due](#) [Scheduled Hearings & Trials](#) [Civil Judgments](#) [Garnishments/Execution](#)[Click here to eFile on Case](#)Sort Date Entries: ☒ Descending ☐ AscendingDisplay Options: All Entries ▼[Click here to Respond to Selected Documents](#)

- 05/31/2022** ☐ **Family Member/Roommate Served**
Document ID - 22-SMOS-415; Served To - NIEDERSCHMIDT, MARY; Server - ; Served Date - 11-MAY-22; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served
- ☐ **Summons Personally Served**
Document ID - 22-SMOS-414; Served To - NIEDERSCHMIDT, JOHN; Server - ; Served Date - 14-MAY-22; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served
- 05/24/2022** ☐ **[Affidavit Filed](#)**
Court Memorandum; Affidavit of Service - John Niederschmidt; Affidavit of Service - Mary Niederschmidt.
Filed By: NATHAN EARL ROSS
On Behalf Of: AARON THOMAS, JILL SUMNER
- 05/06/2022** ☐ **[Summ Issd- Circ Pers Serv O/S](#)**
Document ID: 22-SMOS-415, for NIEDERSCHMIDT, MARY.Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- ☐ **[Summ Issd- Circ Pers Serv O/S](#)**
Document ID: 22-SMOS-414, for NIEDERSCHMIDT, JOHN.Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- 05/05/2022** ☐ **Filing Info Sheet eFiling**
Filed By: NATHAN EARL ROSS
- ☐ **Note to Clerk eFiling**
Filed By: NATHAN EARL ROSS
- ☐ **[Motion Special Process Server](#)**
Request for Appointment of Process Server.
Filed By: NATHAN EARL ROSS
On Behalf Of: AARON THOMAS, JILL SUMNER
- ☐ **[Pet Filed in Circuit Ct](#)**
Petition; Exhibit 1.
Filed By: NATHAN EARL ROSS
- ☐ **Judge Assigned**
DIV 9

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Released 05/11/2022

Exhibit**A**

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**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

AARON THOMAS AND JILL SUMNER,)

Plaintiffs,)

vs.)

JOHN NIEDERSCHMIDT, an individual,)

Serve at: 605 Alhambra Ln. N)
Ponte Verde Beach, FL 32082)

and)

MARY NIEDERSCHMIDT, an individual,)

Serve at: 605 Alhambra Ln. N)
Ponte Verde Beach, FL 32082)

Defendants.)

JURY TRIAL DEMANDED

Case No. _____

Division _____

PETITION

COME NOW plaintiffs, Aaron Thomas (“Thomas”) and Jill Sumner (“Sumner” and collectively referred to with Thomas as “Plaintiffs”), by and through their undersigned counsel, and for their petition (the “Petition”) against defendants, John Niederschmidt (“John”) and Mary Niederschmidt (“Mary” and collectively referred to with John as “Defendants”), state as follows:

1. Thomas is an individual who resides in St. Louis County, Missouri and has standing to bring this action.

2. Sumner is an individual who resides in St. Louis County, Missouri, is married to Thomas, and has standing to bring this action.

3. Upon information and belief, John is an individual whose principal place of residence at the time of the injury was in St. Louis County, Missouri. Upon information and belief, John can now be found in St. Johns County, Florida.

4. Upon information and belief, Mary is an individual whose principal place of residence at the time of the injury was in St. Louis County, Missouri. Upon information and belief, Mary can now be found in St. Johns County, Florida.

5. This Court has subject-matter jurisdiction under both Mo. Const. Art. V., § 14 and Mo. Rev. Stat. § 478.070 as such grant original subject-matter jurisdiction to the circuit court over all civil cases.

6. This Court has specific and general personal jurisdiction over Defendants because the transaction at issue involves property located in St. Louis County, Missouri and took place in St. Louis County, Missouri and, upon information and belief, Defendants' principal place of residence at the time of the injury was in St. Louis County, Missouri.

7. Venue is proper in this Court pursuant to Mo. Rev. Stat. § 508.010.5 and Mo. Rev. Stat. § 407.025.1(1) because Plaintiffs were first injured by the wrongful conduct of Defendants in St. Louis County, Missouri and the transaction complained of took place in St. Louis County, Missouri.

8. In August, 2008, Defendants purchased a newly constructed home (the "Residence") on the following described real property (the "Property"):

Lot 211 E of Ashton Woods Plat One, according to the plat thereof recorded in Plat Book 354 pages 990-994 of the St. Louis County Records, State of Missouri.

Locator #: 29W330166

Commonly known as: 724 Pin High Court, Eureka, MO 63025.

9. Upon information and belief, Defendants resided in the Residence on the Property full time as their personal residence from August, 2008 until on or about December 6, 2021.

10. Upon information and belief, Defendants experienced a water leak in the kitchen and the basement of the Residence during the time they lived in the Residence on the Property that caused damage and latent defects in the Residence.

11. In an effort to repair the damage caused by the water leak, upon information and belief, Defendants (a) replaced the bottom board of the lower cabinet under the kitchen sink; (b) installed metal braces under the kitchen sink; and (c) encapsulated the subfloor in the kitchen.

12. Upon information and belief, Defendants also did a number of other home improvements to the Residence.

13. Upon information and belief, sometime in the fall of 2021, Defendants listed the Property for sale with Amy May of Keller Williams Southwest.

14. After reviewing the sales listing for the Property, Plaintiffs inquired and expressed an interest in purchasing the Property.

15. Upon information and belief, on or about October 11, 2021, Defendants, with the assistance of their real estate agent, prepared, signed, and provided to Plaintiffs a Seller's Disclosure Statement (the "Disclosure Statement") regarding the Property. A true and accurate copy of the Disclosure Statement is attached hereto as Exhibit 1 and is incorporated herein by reference.

16. In relevant part, the Disclosure Statement contains the following note:

Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered"

See Exhibit 1 (emphasis in original).

17. The Disclosure Statement also provides as follows:

TO SELLER: Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

See Exhibit 1 (emphasis in original).

18. On page 2 of the Disclosure Statement, Defendants represented that they were not aware of any problems or repairs needed with the plumbing system in the Residence on the Property or any problems relating to the water system in the Residence on the Property.

19. On page 3 of the Disclosure Statement, Defendants represented that they were not aware of any problems with the sub-floor or the interior and exterior walls of the Residence on the Property or any repairs made to these building elements.

20. On page 3 of the Disclosure Statement, Defendants further represented that the only significant additions, modifications, renovations and alterations to the Property during their ownership was the installation of a deck and patio.

21. On page 3 of the Disclosure Statement, Defendants further represented that they were not aware of any dampness, water accumulation or leakage in the basement or any repairs or other attempts to control any water or dampness problems in the basement.

22. On page 4 of the Disclosure Statement, Defendants represented that they were not aware of the presence of mold on the Property, not aware of anything with mold on the Property ever being covered or removed, and not aware of the Property ever being tested for the presence of mold.

23. In the Disclosure Statement, Defendants acknowledged that they “carefully examined” the Disclosure Statement and that “it is complete and accurate to the best of Seller’s knowledge.”

24. Notwithstanding the directives contained in the Disclosure Statement, Defendants did not include any information in the Disclosure Statement about the water leak in the kitchen and the basement including in the “Additional Comments” section on page 5.

25. As more specifically set forth above, Defendants made numerous representations of fact regarding the Property to Plaintiffs including, but not limited to, (a) that Defendants were not aware of any dampness, water accumulation or a leakage in the basement; (b) Defendants were not aware of any repairs or other attempts to control any water or dampness problem in the basement; (c) Defendants were not aware of any problems with the sub-floor or interior and exterior walls in the Residence on the Property or any repairs to any of the same; (d) that Defendants were not aware of the presence of any mold on the Property or that anything with mold on the Property had been covered or removed; (e) that Defendants were not aware of any problems or repairs needed with the plumbing system; (f) that the only significant additions, modifications, renovations and alterations to the Property during Defendants’ ownership was the installation of a deck and a patio; (g) Defendants were not aware of any problems relating to the water system in the Residence on the Property; and (h) that Defendants disclosed all known or suspected conditions on the Property that would substantially lower the value of the Property, impair the health and

safety of future occupants, or otherwise affect Plaintiffs' decision to buy the Property to the best of Defendants' knowledge (hereinafter collectively referred as the "Representations").

26. Upon information and belief, the Representations were false, material representations.

27. Upon information and belief, Defendants knew the Representations were false at the time they were made.

28. Upon information and belief, Defendants intended for Plaintiffs to act upon the Representations in a manner reasonably contemplated, namely to induce Plaintiffs to purchase the Property for the Purchase Price (as defined herein).

29. Plaintiffs were unaware that the Representations were false.

30. Upon information and belief, Defendants intended that Plaintiffs rely and act upon the Representations by agreeing to purchase the Property and closing on the purchase of the Property for the Purchase Price (as defined herein).

31. Plaintiffs relied on the truth of the Representations in agreeing to purchase and purchasing the Property for the Purchase Price (as defined herein).

32. Plaintiffs had a right to rely on the Representations. Defendants were in a position of superior knowledge regarding the material facts underlying the Representations that were not within the fair and reasonable reach of Plaintiffs notwithstanding the exercise of reasonable diligence.

33. Based on the foregoing, upon information and belief, Defendants knew or should have known that the foregoing statements made in the Disclosure Statement underlying the Representations were false, incomplete, inaccurate and deficient.

34. Furthermore, Defendants actively concealed the existence of the water leak in the kitchen and the basement, the damage caused thereby, and the remedial actions and repairs taken by Defendants to control the water leak and repair the damage caused thereby.

35. Defendants had a duty to disclose this information to Plaintiffs due to Defendants' superior knowledge of these conditions that was not within the fair and reasonable reach of Plaintiffs.

36. On or about October 23, 2021, Plaintiffs executed and submitted a Residential Sale Contract to Defendants to purchase the Property.

37. On or about October 25, 2021, Defendants submitted a Sale Contract Counteroffer #1 to Plaintiffs for the purchase and sale of the Property.

38. On or about October 25, 2021, Plaintiffs accepted Defendants Counteroffer #1 for the purchase and sale of the Property for the purchase price of \$555,000.00 (the "Purchase Price").

39. On or about October 26, 2021, Plaintiff's real estate agent, Clay Savage, retained BPG Inspections, LLC ("BPG") to conduct an inspection of the Residence and the Property.

40. On October 27, 2021, Quinten Coe of BPG conducted a partial inspection of the Residence and the Property and produced a report of his findings (the "Inspection Report").

41. The Inspection Report does not disclose the existence of a water leak in the kitchen or the basement or the damage caused thereby.

42. In reliance on the accuracy of the Disclosure Statement, Plaintiffs paid the Purchase Price and closed on the purchase of the Property on December 6, 2021.

43. If the Defendants would have properly disclosed the above issues, deficiencies, and remedial actions relating to the Property, Plaintiffs would not have closed on the purchase of the Property for the Purchase Price and would not have submitted an offer to purchase the Property.

COUNT I – VIOLATION OF THE MMPA

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count I of their Petition, state as follows:

44. Plaintiffs reallege and incorporate herein by reference the allegations contained in paragraphs 1 through 43 of the Petition as if such were fully set forth herein.

45. The Missouri Merchandising Practices Act (“MMPA”), Mo. Rev. Stat. § 407.010 *et seq.* broadly prohibits “[t]he act, use, or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or concealment, suppression, or omission of any material fact in connection with” the “sale” of “merchandise”.

46. Plaintiffs and Defendants are each a “person” within the meaning of the MMPA.

47. Defendants’ sale and Plaintiffs’ agreement to purchase and the purchase of the Property from Defendants as set forth above is a “sale” of “merchandise” as defined in the MMPA.

48. The purchase and sale of the Property by Defendants to Plaintiffs was primarily for personal, family, or household purposes.

49. As more fully set forth herein, Defendants made false Representations about the Property and concealed material information about conditions and latent defects in the Residence in connection with the advertisement and sale of the Property to Plaintiffs.

50. Defendants used and employed deception, fraud, false promises, misrepresentations, factual omissions, and unfair practices by making the false Representations

51. Defendants made the false Representations when they knew or should have known that the Representations were false at the time they were made.

52. Defendants also used and employed deception, fraud, false promises, misrepresentations, factual omissions, unfair practices and concealment by concealing information

about the existence of the water leak in the kitchen and the basement, the damage caused thereby, and the remedial actions and repairs taken by Defendants to control the water leak and repair the damage caused thereby.

53. Defendants had a duty to disclose this information to Plaintiffs due to Defendants' superior knowledge of these conditions that was not within the fair and reasonable reach of Plaintiffs.

54. Defendants violated the MMPA through the foregoing deception, fraud, misrepresentations, false promises, factual omissions, unfair business practices and/or concealment.

55. Plaintiffs acted as a reasonable consumer would in light of all the circumstances.

56. The foregoing unlawful acts and practices of Defendants would cause a reasonable person to enter into the transaction to purchase the Property from Defendants.

57. Defendants' deception, fraud, misrepresentations, false promises, factual omissions, unfair business practices and/or concealment caused Plaintiffs to suffer an ascertainable loss of money or property that can be calculated with a reasonable degree of certainty including, but not limited to, the cost of mold removal and remediation, extensive reconstruction repairs, the loss of value of the Property, the loss of the use of the Property, the loss of the enjoyment of the Property, attorneys' fees, expenses and costs.

58. Defendants' deception, fraud, misrepresentations, false promises factual omissions, unfair business practices and/or concealment occurred in connection with the sale or advertisement of merchandise in trade or commerce in Missouri to Plaintiffs.

59. Pursuant to Missouri Revised Statute § 407.025.2, the Court is authorized to award Plaintiffs their attorneys' fees and costs if they are the prevailing party.

60. Plaintiffs reserve the right to seek leave of Court to pursue a claim for a punitive damage award in the time and manner set forth in Missouri Revised Statute § 510.261 based upon Defendants' conduct.

WHEREFORE plaintiffs, Aaron Thomas and Jill Sumner, hereby pray for judgment in their favor and against defendants, John Niederschmidt and Mary Niederschmidt, jointly and severally, in such sum as is fair and reasonable in excess of \$25,000.00 to be proven at trial, attorneys' fees and costs pursuant to Mo. Rev. Stat. § 407.025.2, punitive damages, if the requisite leave is obtained in the time and manner set forth in Missouri Revised Statute § 510.261, pre-judgment and post-judgment interests at the highest legal rates, and for such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues that are so triable.

Respectfully submitted,

HEIN SCHNEIDER & BOND P.C.

By: /s/ Nathan E. Ross

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Fax: (314) 863-9101

Attorneys for Plaintiffs

If you do not understand it, consult your attorney.

The text of this form may not be altered in any manner without written acknowledgement of all parties.

Approved by Counsel for St. Louis REALTORS*

To be used exclusively by REALTORS*

Form # 2091

01/20

SELLER'S DISCLOSURE STATEMENT

To be completed by **SELLER** concerning 724 Pin High Court, Eureka, MO 63025 (Property Address) located in the municipality of Eureka (if incorporated), County of St. Louis, Missouri.

Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.

TO SELLER: Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

TO BUYER: THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER. If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

SUBDIVISION, CONDOMINIUM, VILLA, CO-OP OR OTHER SHARED COST DEVELOPMENT (if applicable)

- (a) Development Name The Enclave at Ashton Woods
- (b) Contact Omni Management Phone _____
- ☐ Type of Property: (check all that apply) ☒ Single-Family Residence ☐ Multi-Family ☐ Condominium ☐ Townhome
- ☐ Villa ☐ Co-Op
- (c) Mandatory Assessment: #1 \$ 300 per: ☐ month ☐ quarter ☐ half-year ☒ year
- Mandatory Assessment: #2 \$ per: ☐ month ☐ quarter ☐ half-year ☐ year
- (d) Mandatory Assessment(s) include:
- ☒ entrance sign/structure ☐ street maintenance ☒ common ground ☐ snow removal of common area
- ☐ snow removal specific to this dwelling ☒ landscaping of common area ☐ landscaping specific to this dwelling
- ☐ clubhouse ☐ pool ☐ tennis court ☐ exercise area ☐ reception facility ☐ water ☐ sewer ☐ trash removal
- ☐ doorman ☐ cooling ☐ heating ☐ security ☐ elevator ☐ other common facility _____
- ☐ assigned parking space(s): how many _____ identified as _____ ☐ some insurance ☐ real estate taxes
- ☐ other specific item(s): _____
- ☐ Exterior Maintenance of this dwelling covered by Assessment: _____
- (e) Optional Assessment(s)/Membership(s) Please explain _____
- (f) Are you aware of any existing or proposed special assessments? ☐ Yes ☒ No
- (g) Are you aware of any special taxes and/or district improvement assessments? ☐ Yes ☒ No
- (h) Are you aware of any condition or claim which may cause an increase in assessment or fees? ☐ Yes ☒ No
- (i) Are you aware of any material defects in any common or other shared elements? ☐ Yes ☒ No
- (j) Are you aware of any existing indentures/restrictive covenants? ☒ Yes ☐ No
- (k) Are you aware of any violation of the indentures/restrictions by yourself or by others? ☐ Yes ☒ No
- (l) Is there a recorded street/road maintenance agreement? ☐ Yes ☒ No
- (m) Please explain any "Yes" answer you gave for (e), (f), (g), (h), (i), (j) or (k) above: HOA has bylaws for Ashton Woods subdivision

10/23/21
dotloop verified

Initials BUYER and SELLER acknowledge they have read this page

SELLER SELLER

53 **UTILITIES**

54 Utility Current Provider

55 Gas/Propane: Spire _____ if Propane, is tank ☐Owned ☐Leased

56 Electric: Ameren _____

57 Water: City of Eureka _____

58 Sewer: City of Eureka _____

59 Trash: City of Eureka _____

60 Recycle: City of Eureka _____

61 Internet: Charter _____

62 Phone: _____

63 **HEATING, COOLING AND VENTILATING (Seller is not agreeing that all items checked are being offered for sale.)**

64 (a) Heating Equipment: ☒ Forced Air ☐ Hot Water Radiators ☐ Steam Radiators ☐ Radiant ☐ Baseboard

65 (b) Source of heating: ☒ Electric ☒ Natural Gas ☐ Propane ☐ Fuel Oil ☐ Other _____

66 (c) Type of air conditioning: ☒ Central Electric ☐ Central Gas ☐ Window/Wall (Number of window units _____)

67 (d) Areas of house not served by central heating/cooling: _____

68 (e) Additional: ☒ Humidifier ☐ Electronic Air Filter ☒ Media Filter ☐ Attic Fan ☒ Other: UVC _____

69 (f) Are you aware of any problems or repairs needed with any item in this section? ☐ Yes ☒ No If "Yes", please explain _____

70

71 (g) Other details: _____

72 **FIREPLACE(S)**

73 (a) Type of fireplace: ☐ Wood Burning ☒ Vented Gas Logs ☐ Vent Free Gas Logs ☐ Wood Burning Stove ☒ Natural Gas ☐ Propane

74 (b) Type of flues/venting:

75 ☒ Functional: (properly vented for wood burning and vented gas logs) Number of fireplace(s) 2 Location(s) Hearth, Living

76 ☐ Non-Functional: Number of fireplace(s) _____ Location(s) _____ Please explain _____

77 (c) Are you aware of any problems or repairs needed with any item in this section? ☐ Yes ☒ No If "Yes", please explain _____

78

79 **PLUMBING SYSTEM, FIXTURES AND EQUIPMENT; POOL/SPA/POND/LAKE/HOT TUB**

80 (a) Water Heater: ☐ Electric ☒ Natural Gas ☐ Propane ☒ Tankless ☐ Other: _____

81 (b) Ice maker supply line: ☒ Yes ☐ No

82 (c) Jet Tub: ☐ Yes ☒ No

83 (d) Swimming Pool/Spa/Hot Tub: ☐ Yes ☒ No

84 (If Yes, attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement)

85 (e) Lawn Sprinkler System: ☒ Yes ☐ No If yes, date of last backflow device inspection certificate: _____

86 (f) Are you aware of any problems or repairs needed in the plumbing system? ☐ Yes ☒ No If "Yes", please explain _____

87

88 **WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)**

89 (a) What is the source of your drinking water? ☒ Public ☐ Community ☐ Well ☐ Other(explain) _____

90 (b) If Public, identify the utility company: City of Eureka

91 (c) Do you have a softener, filter or other purification system? ☒ Yes ☐ No ☒ Owned ☐ Leased/Lease Information _____

92 (d) Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box? ☐ Yes ☒ No If "Yes", please explain _____

93

94 **SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)**

95 (a) What is the type of sewerage system to which the house is connected? ☒ Public ☐ Private ☐ Septic ☐ Aerator ☐ Other

96 If "Other" please explain _____

97 (b) Is there a sewerage lift system? ☐ Yes ☒ No If "Yes", is it in good working condition? ☐ Yes ☐ No

98 (c) When was the septic/aerator system last serviced? _____

99 (d) Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system? ☐ Yes ☒ No

100 If "Yes", please explain _____

101 **APPLIANCES (Seller is not agreeing that all items checked are being offered for sale.)**

102 (a) Electrical Appliances and Equipment: ☐ Electric Stove/Range/Cook top ☒ Oven ☐ Built-in Microwave Oven

103 ☒ Dishwasher ☒ Garbage Disposal ☐ Trash Compactor ☒ Wired smoke alarms ☒ Electric dryer (hook up)

104 ☒ Ceiling Fan(s) ☐ Intercom System ☐ Central Vacuum System ☐ Other _____

105 (b) Gas Appliances & Equipment: ☒ Natural Gas ☐ Propane

106 ☐ Oven ☒ Gas Stove/Range/Cook top ☐ Exterior Lights ☐ Barbecue ☐ Water heater ☒ Tankless Water Heater

107 ☐ Gas dryer (hook up) ☐ Other _____

108 (c) Other Equipment: ☐ TV Antenna ☒ Cable Wiring ☒ Phone Wiring ☒ Network/Data Wiring

109 ☒ Electric Garage Door Opener(s) Number of controls 2

110 ☐ Security Alarm System ☐ Owned ☐ Leased /Lease information: _____

- 111 ☒ Satellite Dish ☒ Owned ☐ Leased/Lease Information: _____
- 112 ☒ Electronic Pet Fence System Number of Collars: 0 ☐ Other: Yard is wired for one.
- 113 (d) Are you aware of any items in this section in need of repair or replacement? ☐ Yes ☒ No If "Yes", please explain _____
- 114 _____

115 **ELECTRICAL**

- 116 Type of service panel: ☐ Fuses ☒ Circuit Breakers ☐ Other: _____
- 117 (a) Type of wiring: ☒ Copper ☐ Aluminum ☐ Knob and Tube ☐ Unknown
- 118 (b) Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No If "Yes", please explain _____
- 119 _____

120 **ROOF, GUTTERS AND DOWNSPOUTS**

- 121 (a) What is the approximate age of the roof? 13 Years. Documented? ☒ Yes ☐ No
- 122 (b) Has the roof ever leaked during your ownership? ☐ Yes ☒ No If "Yes" please explain _____
- 123 _____
- 124 (c) Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership? ☐ Yes ☒ No If "Yes",
- 125 please explain _____
- 126 (d) Are you aware of any problems with the roof, gutters or downspouts? ☐ Yes ☒ No If "Yes", please explain _____
- 127 _____

128 **CONSTRUCTION**

- 129 (a) Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction,
- 130 decks/porches or other load bearing components? ☐ Yes ☒ No If "Yes" please describe in detail _____
- 131 _____
- 132 (b) Are you aware of any repairs to any of the building elements listed in (a) above? ☐ Yes ☒ No If "Yes", please describe the
- 133 location, extent, date and name of the person/company who did the repair or control effort _____
- 134 _____
- 135 (c) Are you aware that any of the work in (b) above was completed without required permits? ☐ Yes ☒ No
- 136 (d) List all significant additions, modifications, renovations, & alterations to the property during your ownership: Installed
- 137 deck and patio
- 138 (e) Were required permits obtained for the work in (d) above? ☒ Yes ☐ No

139 **BASEMENT AND CRAWL SPACE (Complete only if applicable)**

- 140 (a) ☐ Sump pit ☒ Sump pit and pump
- 141 (b) Type of foundation: ☒ Concrete ☐ Stone ☐ Cinder Block ☐ Wood
- 142 (c) Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space? ☐ Yes ☒ No If "Yes", please
- 143 describe in detail _____
- 144 _____
- 145 _____
- 146 (d) Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- 147 ☐ Yes ☒ No If "Yes", please describe the location, extent, date and name of the person/company who did the repair or control
- 148 effort _____
- 149 _____

150 **PESTS OR TERMITES/WOOD DESTROYING INSECTS**

- 151 (a) Are you aware of any pests or termites/wood destroying insects impacting the property and improvements? ☐ Yes ☒ No
- 152 (b) Are you aware of any uncorrected damage to the property caused by pests or termites/wood destroying insects? ☐ Yes ☒ No
- 153 (c) Is your property currently under a warranty contract by a licensed pest/termite control company? ☐ Yes ☒ No
- 154 (d) Are you aware of any pest/termite control reports for the property? ☐ Yes ☒ No
- 155 (e) Are you aware of any pest/termite control treatments to the property? ☒ Yes ☐ No
- 156 (f) Please explain any "Yes" answers you gave in this section when the house was built, the builder treated the
- 157 ground with termite spray before laying the concrete

158 **SOIL AND DRAINAGE**

- 159 (a) Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property? ☐ Yes ☒ No
- 160 (b) Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the
- 161 property? ☐ Yes ☒ No
- 162 (c) Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect
- 163 the property? ☐ Yes ☒ No
- 164 (d) Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private
- 165 stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District,
- 166 e.g. retention ponds, rain gardens, sand filters, permeable pavement) ☐ Yes ☒ No
- 167 (e) Please explain any "Yes" answers you gave in this section _____
- 168 _____

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Buyer and Seller acknowledge they have read this page


SELLER SELLER

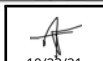
HAZARDOUS SUBSTANCES/OTHER ENVIRONMENTAL CONCERNS

- (a) Lead: (Note: Production of lead-based paint was banned in 1978. See Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards, form #2049.)
- (1) Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property? ☐ Yes ☒ No
- (2) Are you aware if it has ever been covered or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has been tested for lead? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results _____
- (4) Please explain any "Yes" answers you gave in this section _____
- (b) Asbestos Materials
- (1) Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.? ☐ Yes ☒ No
- (2) Are you aware of any asbestos material that has been encapsulated or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has been tested for the presence of asbestos? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results _____
- (4) Please explain any "Yes" answers you gave in this section _____
- (c) Mold
- (1) Are you aware of the presence of any mold on the property? ☐ Yes ☒ No
- (2) Are you aware of anything with mold on the property that has ever been covered or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has ever been tested for the presence of mold? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results _____
- (4) Please explain any "Yes" answers you gave in this section _____
- (d) Radon
- (1) Are you aware if the property has been tested for radon gas? ☒ Yes ☐ No If "Yes", please give date performed, type of test and test results We performed a radon test when we purchased the house and it was negative.
- (2) Are you aware if the property has ever been mitigated for radon gas? ☐ Yes ☒ No If "Yes", please provide the date and name of the person/company who did the mitigation _____
- (e) Methamphetamine
- Are you aware if the property is or was used as a lab, production or storage site for methamphetamine or was the residence of a person convicted of a crime related to methamphetamine or a derivative controlled substance related thereto?
- ☐ Yes ☒ No If "Yes", Section 442.606 RSMo requires you to disclose such facts in writing, please explain _____
- (f) Waste Disposal Site or Demolition Landfill (permitted or unpermitted)
- Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? ☐ Yes ☒ No
- If "Yes", Section 260.213 RSMo requires you to disclose the location of any such site on the property. Please provide such information. _____
- Note: If Seller checks "Yes", Buyer may be assuming liability to the State for any remedial action at the property.**
- (g) Radioactive or Hazardous Materials
- Have you ever received a report stating affirmatively that the property is or was previously contaminated with radioactive material or other hazardous material? ☐ Yes ☒ No If "Yes", Section 442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available. _____
- (h) Other Environmental Concerns
- Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.? ☐ Yes ☒ No If "Yes", please explain _____

SURVEY AND ZONING

- (a) Are you aware of any shared or common features with adjoining properties? ☐ Yes ☒ No
- (b) Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property? ☐ Yes ☒ No
- (c) Is any portion of the property located within the 100-year flood hazard area (flood plain)? ☐ Yes ☒ No
- (d) Do you have a survey of the property? ☒ Yes ☐ No (If "Yes", please attach) Does it include all existing improvements on the property? ☐ Yes ☐ No
- (e) Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property? ☐ Yes ☒ No
- (f) Please explain any "Yes" answers you gave in this section _____


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Buyer and Seller acknowledge they have read this page

 
SELLER SELLER

INSURANCE

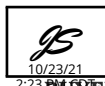
Are you aware of any claims that have been filed for damages to the property? ☐ Yes ☒ No If "Yes", please provide the following information: date of claim, description of claim, repairs and/or replacements completed _____

MISCELLANEOUS

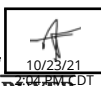
- (a) The approximate age of the residence is 13 years. The Seller has occupied the property from Aug 2008 to present
- (b) Has the property been continuously occupied during the last twelve months? ☒ Yes ☐ No If "No", please explain _____
- (c) Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority? ☒ Yes ☐ No If "Yes", please explain City of Eureka inspection
- (d) Is the property located in an area that requires any specific disclosure(s) from the city or county? ☐ Yes ☒ No If "Yes", please explain _____
- (e) Is the property designated as a historical home or located in a historic district? ☐ Yes ☒ No If "Yes", please explain _____
- (f) Is property tax abated? ☐ Yes ☒ No Expiration date _____ Attach documentation from taxing authority.
- (g) Are you aware of any pets having been kept in or on the property? ☒ Yes ☐ No If "Yes" please explain Two non-shedding dogs
- (h) Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense? ☐ Yes ☒ No (If "Yes", please attach)
- (i) Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass? ☐ Yes ☒ No
- (j) Are you aware if carpet has been laid over a damaged wood floor? ☐ Yes ☒ No
- (k) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No
- (l) Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property? ☐ Yes ☒ No
- (m) Please explain any "Yes" answers you gave for (i), (j), (k), or (l) above _____

Additional Comments:

Seller attaches the following document(s): _____



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Buyer and Seller acknowledge they have read this page



JN



MN

BUYER BUYER SELLER SELLER

262 **SELLER'S ACKNOWLEDGEMENT:**

263 Seller acknowledges that he has carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge.
264 Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and
265 their licensees to furnish a copy of this statement to prospective Buyers.

266 DocuSigned by: 10/11/2021 | 2:12 PM PDT
267 John Niederschmidt DATE
268 John Niederschmidt
269 Seller Printed Name

DocuSigned by: 10/11/2021 | 11:27 PM CDT
Mary Niederschmidt
SELLER SIGNATURE DATE
Mary Niederschmidt
Seller Printed Name

270 **BUYER'S ACKNOWLEDGEMENT:**

271 Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's
272 Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in
273 this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information
274 obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker
275 is not an expert at detecting or repairing physical defects in property.

276 Jill Sumner dotloop verified 10/23/21 2:23 PM CDT
277 BUYER SIGNATURE DATE
278 Jill Sumner
279 Buyer Printed Name

Aaron Thomas dotloop verified 10/23/21 2:04 PM CDT
277 BUYER SIGNATURE DATE
278 Aaron Thomas
279 Buyer Printed Name

10/23/21
2:04 PM CDT
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Buyer and Seller acknowledge they have read this page

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SELLER SELLER

In the
CIRCUIT COURT
Of St. Louis County, Missouri



For File Stamp Only

Aaron Thomas and Jill Sumner
 Plaintiff/Petitioner

May 5, 2022
 Date

vs.

John Niederschmidt and Mary Niederschmidt
 Defendant/Respondent

Case Number

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiffs, pursuant

Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Roger Martucci, 729 Parker Street, Jacksonville, FL 32202 904-358-2122
 Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:

John Niederschmidt
 Name
605 Alhambra Ln. N
 Address
Ponte Verde Beach, FL 32082
 City/State/Zip

SERVE:

Mary Niederschmidt
 Name
605 Alhambra Ln. N
 Address
Ponte Verde Beach, FL 32082
 City/State/Zip

SERVE:

Name
 Address
 City/State/Zip

SERVE:

Name
 Address
 City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By /s/Julie Baugher
 Deputy Clerk

5 / 6 / 2022
 Date

/s/ Nathan E. Ross
 Signature of Attorney/Plaintiff/Petitioner
51166
 Bar No.
2244 S. Brentwood Blvd., St. Louis, MO 63144
 Address
(314) 863-9100 (314) 863-9101
 Phone No. Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment [except as allowed by Missouri Supreme Court Rule 90.03(a)].

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, [except as allowed by Missouri Supreme Court Rule 90.03(a)], or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <https://wp.stlcountycourts.com > forms>.

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: DAVID L VINCENT III	Case Number: 22SL-CC02493	(Date File Stamp)
Plaintiff/Petitioner: AARON THOMAS	Plaintiff's/Petitioner's Attorney/Address: NATHAN EARL ROSS 2244 S BRENTWOOD BLVD ST LOUIS, MO 63144	
Defendant/Respondent: JOHN NIEDERSCHMIDT	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Miscellaneous Actions		

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: JOHN NIEDERSCHMIDT

Alias:

605 ALHAMBRA LN. N
PONTE VERDE BEACH, FL 32082

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

06-MAY-2022

Date

Further Information:

JB

Clerk

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other (describe) _____.

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion and/or petition must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion and/or petition when offered to him, the return shall be prepared to show the offer of the officer to deliver the summons and motion and/or petition and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the individual personally or by leaving a copy of the summons and motion and/or petition at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and motion and/or petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion and/or petition to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. On a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory in the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than sixty days from the date the Defendant/Respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri Court within 30 days after service.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: DAVID L VINCENT III	Case Number: 22SL-CC02493	(Date File Stamp)
Plaintiff/Petitioner: AARON THOMAS	Plaintiff's/Petitioner's Attorney/Address: NATHAN EARL ROSS 2244 S BRENTWOOD BLVD ST LOUIS, MO 63144	
Defendant/Respondent: JOHN NIEDERSCHMIDT	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Miscellaneous Actions		

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: MARY NIEDERSCHMIDT

Alias:

605 ALHAMBRA LN. N
PONTE VERDE BEACH, FL 32082

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

06-MAY-2022

Date

Further Information:

JB

Joan P. Dineen
Clerk

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other (describe) _____.

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion and/or petition must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion and/or petition when offered to him, the return shall be prepared to show the offer of the officer to deliver the summons and motion and/or petition and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the individual personally or by leaving a copy of the summons and motion and/or petition at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and motion and/or petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion and/or petition to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. On a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory in the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than sixty days from the date the Defendant/Respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri Court within 30 days after service.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

AARON THOMAS AND JILL SUMNER,)	
)	JURY TRIAL DEMANDED
Plaintiffs,)	
)	
vs.)	Case No. 22SL-CC02493
)	
JOHN NIEDERSCHMIDT AND)	
MARY NIEDERSCHMIDT,)	Division 9
)	
Defendants.)	

COURT MEMORANDUM

Plaintiff, by and through its undersigned counsel, herewith files the Affidavits of Service of the summonses and petition to Defendants John Niederschmidt and Mary Niederschmidt.

Respectfully submitted,

HEIN SCHNEIDER & BOND P.C.

By: /s/ Nathan E. Ross

Nathan E. Ross, #51166
ner@hsbattorneys.com
2244 S. Brentwood Blvd.
St. Louis, MO 63144
Phone: (314) 863-9100
Fax: (314) 863-9101

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May 24, 2022, the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Nathan E. Ross

RETURN OF SERVICE

State of Missouri

County of Saint Louis

Judicial Circuit Court

Case Number: 22SL-CC02493

Plaintiff:

Aaron Thomas

vs.

Defendant:

John Niederschmidt

For:

Hein Schneider & Bond, P.C.
2244 S. Brentwood Blvd.
St. Louis, MI 63144



SSJ2022003128

Received by Special Services of Jacksonville, Inc. on the 11th day of May, 2022 at 9:47 am to be served on **John Niederschmidt, 605 Alhambra Lane N., Ponte Vedre Beach, FL 32082.**

I, Roger Martucci SPS19, St. Johns County, do hereby affirm that on the **14th day of May, 2022 at 9:05 am, I:**

INDIVIDUALLY/PERSONALLY FS 48.031 (1)(a): Served by delivering a true copy of the **Summons, Notice Of Alternative Dispute Resolution Services, Petition, Exhibit** with the date and hour of service endorsed thereon by me to **John Niederschmidt**, at the individual's place of abode at **605 Alhambra Lane N., Ponte Vedre Beach, FL 32082** and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Special Process Server, in good standing, in the judicial circuit in which the process was served. Under the penalty of perjury, I declare that I have read the foregoing return of service and that the facts in it are true. Notary not required pursuant to F.S. 92.525(2)

A handwritten signature in blue ink, appearing to read 'R. Martucci', written over a horizontal line.

Roger Martucci SPS19, St. Johns County
Process Server

Special Services of Jacksonville, Inc.
729 Parker Street
Jacksonville, FL 32202
(904) 358-2122

Our Job Serial Number: SSJ-2022003128

RETURN OF SERVICE

State of Missouri

County of Saint Louis

Judicial Circuit Court

Case Number: 22SL-CC02493

Plaintiff:
Aaron Thomas

vs.

Defendant:
John Niederschmidt

For:
Hein Schneider & Bond, P.C.
2244 S. Brentwood Blvd.
St. Louis, MI 63144



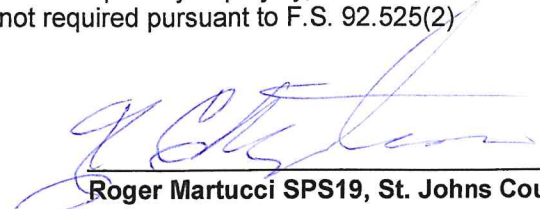
SSJ2022003129

Received by Special Services of Jacksonville, Inc. on the 11th day of May, 2022 at 9:47 am to be served on **Mary Niederschmidt, 605 Alhambra Lane N., Ponte Vedre Beach, FL 32082.**

I, Roger Martucci SPS19, St. Johns County, do hereby affirm that on the **14th day of May, 2022 at 9:05 am, I:**

Substituted at Residence: by delivering a true copy of the **Summons, Notice Of Alternative Dispute Resolution Services, Petition, Exhibit** with the date and hour of service endorsed thereon by me, to: **John Niederschmidt as Spouse at 605 Alhambra Lane N., Ponte Vedre Beach, FL 32082** the residential address of the within named who resides therein, who is fifteen (15) years of age or older and server informed said person of the contents therein, in compliance with state statutes per F.S. 48.031(1)(a)

I certify that I am over the age of 18, have no interest in the above action, and am a Special Process Server, in good standing, in the judicial circuit in which the process was served. Under the penalty of perjury, I declare that I have read the foregoing return of service and that the facts in it are true. Notary not required pursuant to F.S. 92.525(2)


Roger Martucci SPS19, St. Johns County
Process Server

Special Services of Jacksonville, Inc.
729 Parker Street
Jacksonville, FL 32202
(904) 358-2122

Our Job Serial Number: SSJ-2022003129